



# Town of Merrimack, New Hampshire

6 Baboosic Lake Rd · Merrimack, NH 03054 · [www.merrimacknh.gov](http://www.merrimacknh.gov)

March 31, 2015

## **REQUEST FOR BID 2015 HOT BITUMINOUS PAVEMENT AND ASSOCIATED WORK**

Bids will be received by the Town of Merrimack at the Finance Department, 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 until 2:00 P.M. Eastern Daylight Time, Wednesday, April 22, 2015, at which time they will be opened and read aloud.

Bid Documents may be picked up at the Finance Department between 8:30 A.M. and 4:30 P.M. Monday through Friday. Requests for mailing of Bid Documents may be made by contacting Xenia Simpson, Purchasing Agent, at [xsimpson@merrimacknh.gov](mailto:xsimpson@merrimacknh.gov) or calling 603-424-7075 during the hours listed above. There will be no charge for mailing the Documents.

Two copies of each bid must be submitted in a sealed envelope addressed to the Purchasing Agent at the Finance Department, 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 for “2015 Hot Bituminous Paving And Associated Work”, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Agent, Finance Department, 6 Baboosic Lake Road, Merrimack, New Hampshire 03054. Fax bids will not be accepted

The work generally involves hot bituminous overlay of existing town roads. Associated work includes cold planing, adjusting castings and water valves, grinding at pavement joints and applying paint pavement markings.

The successful Bidder will be required to furnish Performance and Payment Bonds in the amount of 100% of the Contract price.

## **INSTRUCTIONS TO BIDDERS**

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. BIDS may be withdrawn upon written request of the BIDDER prior to the BID Opening.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Further, the Town reserves the right to reject any BID if the evidence submitted by, or the investigation of, such BIDDER fails to satisfy the Town that such BIDDER is properly qualified or responsible to carry out the obligations of the Contract and to complete the Work contemplated therein. The Town may make such investigations as it deems necessary to determine the ability of the BIDDER to perform, and the BIDDER shall furnish to the Town all such information and data for this purpose as the Town may request.

Any BID withdrawn prior to the above scheduled time for the opening of BIDS on the date and time specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof.

The Contract Documents contain the provisions required for the completion of the Project. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site.

The party to whom the Contract is awarded will be required to execute the Agreement within seven (7) calendar days from the date when Notice of Award is delivered to the BIDDER. The Notice of Award shall be accompanied by the Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default. The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR.

The CONTRACTOR shall commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to complete all work as indicated in the Schedule of Work.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

**CONTRACT DOCUMENTS**

**2015**

**HOT BITUMINOUS PAVEMENT**

**AND ASSOCIATED WORK**

## CONTRACT AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the Town of Merrimack, a municipal corporation in the County of Hillsborough and State of New Hampshire (hereinafter referred to as the "OWNER") and \_\_\_\_\_, a \_\_\_\_\_ in the county of \_\_\_\_\_ and State of New Hampshire (hereinafter referred to as the "CONTRACTOR").

Whereas, the OWNER desires to engage the CONTRACTOR to complete the Project and whereas the CONTRACTOR has submitted a Bid Proposal indicating its willingness to complete said Project; and whereas the OWNER has accepted said Proposal submitted by the CONTRACTOR, the parties agree as follows:

### 1.1 THE CONTRACT:

The Contract Documents consist of this Contract Agreement, the Instruction to Bidders, the Specifications and the Bid Proposal submitted by the CONTRACTOR dated \_\_\_\_\_ 2015. These documents form the Contract and are as fully a part of the Contract as if attached to this Agreement, subject to the revisions contained in this Contract Agreement.

### 1.2 THE WORK:

It is the intent of the Town to have the CONTRACTOR perform the following work subject to the availability of funding. The Town will determine the extent and schedule of the work. The Town reserves the right to add, delete, or substitute work as necessary without change in unit prices to meet the available funding. Following is a tentative scope of work (See summary chart for estimated quantities):

1. **Daniel Webster Highway (Souhegan River to William Street) (7.515 LF):** Cold Plane 1.5"; Pave 2" (3/4" FAA Top). Structures within the traveled way must be lowered prior to cold planing. Finish paving on any section must be completed within seven (7) days of cold planing. (Note: Traffic loops will not be reinstalled)
2. **Baboosic Lake Road (DW Highway to Turkey Hill Road) (6.000 LF):** Cold Plane 1.5"; Pave 2" (3/4" FAA Top). Structures within the traveled way must be lowered prior to cold planing. Finish paving on any section must be completed within seven (7) days of cold planing. (Note: Traffic loops will not be reinstalled)
3. **Wire Road (FEET Bridge to Bedford Road) (6.653 LF):** Pave top average of 1.75" (1/2" Superpave mix)
4. **Danforth Road (1.170 LF):** Install bituminous curb. Pave top 1" (3/8" Superpave mix)
5. **Hassell Road (1.500 LF):** Install bituminous curb. Pave top 1" (3/8" Superpave mix)
6. **Hutchinson Road (2.040 LF):** Install bituminous curb. Pave top 1" (3/8" Superpave mix)
7. **Cummings Road (1.380 LF):** Install bituminous curb. Pave top 1" (3/8" Superpave mix)
8. **Cowin Road (780 LF):** Install bituminous curb. Pave top 1" (3/8" Superpave mix)
9. **School Street (450 LF):** Cold Plane 1.5" Pave top 1.5" (1/2" Superpave mix)
10. **McElwain Street (1.970 LF):** Cold Plane 1" Pave top 1.5" (1/2" Superpave mix)
11. **Bishop Street (630 LF):** Cold Plane 1" Pave top 1.5" (1/2" Superpave mix)
12. **Hadley Road (1.109 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)

13. **Trowbridge Road (1,822 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
14. **Ash Lane (860 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
15. **Atherton Road (950 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
16. **John Lane (771 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
17. **Wildcat Falls Road (840 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
18. **Edward Lane (834 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
19. **Christopher Road (892 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
20. **Fearon Road (1,000 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
21. **Cavalier Country Lane (718 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)
22. **Mary Paul Lane (1,109 LF):** Pave overlay average depth 1.75" (3/8" Superpave mix)

Location	Length (FT)	HBP Machine Method	HBP Hand Method	Hot Bituminous Curb	Cold Planing Road Surface	Adjust CB/MH to Grade	Adjust Valve Boxes to Grade	4" Thermoplastic Lines	12" Thermoplastic Lines	Thermoplastic Symbols	4" Retroreflective Paint Pavement Markings, 15 mil
		<b>T</b>	<b>T</b>	<b>LF</b>	<b>SY</b>	<b>EA</b>	<b>EA</b>	<b>LF</b>	<b>LF</b>	<b>SF</b>	<b>LF</b>
DW Highway	7515	3903	120		34235	35	25	1250	200	550	30060
Baboosic Lake Road	6000	2128	120		16000	50	15	200	30	68	24000
Wire Road	6653	1770	120		140	52	9		30		26612
Danforth 1" Top	1170	178	60	2340	20	1	1				
Hassell 1" Top	1500	228	60	3000	20	5	1				
Hutchinson 1" Top	2040	310	60	4080	20	4	3				
Cummings 1" Top	1380	210	60	2760	20	2	1				
Cowin 1" Top	780	119	60	1560		1	1				
School Street	450	103	15		1200	1	1				
McElwain Street	1970	449	15		5253	20	5				7880
Bishop Street	630	144	15		1680	4	0				
Hadley Road	1109	245	20			3					
Trowbridge Road	1822	484	48		40	5					
Ash lane	860	190	15		20						
Atherton Road	950	253	10		20	1					
John Lane	771	171	12			1					
Wildcat Falls Road	840	168	15		20	4	1				
Edward Lane	834	166	48			4					
Christopher Road	892	178	24		20	3	1				
Fearon Road	1000	266			20						2000
Cavalier Country Lane	718	191	18		20						
Mary Paul Lane	565	150	30		20		2				
<b>Totals:</b>		<b>12002</b>	<b>945</b>	<b>13740</b>	<b>58768</b>	<b>196</b>	<b>66</b>	<b>1450</b>	<b>260</b>	<b>618</b>	<b>90552</b>

**1.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:**

The Work to be performed under this Contract Agreement shall commence on or before the date specified in The Notice to Proceed. All Work under this Contract must be completed as shown in the Schedule of Work. The parties acknowledge and agree that time is of the essence in this Agreement. **Work on McElwain Street, Baboosic Lake Road, and DW Highway must be completed between June 29 – August 28. Substantial completion shall be completed prior to September 1, 2014.**

**1.4 PROPOSED SCHEDULE OF WORK:**

It is anticipated that a Notice to Proceed will be issued by April 27, 2015.

Work must be completed prior to September 1, 2014.

Any work performed during the school year shall be managed to avoid interfering with the school bus schedules.

General hours of work shall be between 7:00 am and 5:00 pm. Work outside these hours must be approved in advanced by Merrimack Public Works. Work on DW Highway and Baboosic Lake Road may begin at the allowed times so long as two lanes of traffic can be maintained at all times (including unloading of equipment and setup); otherwise work may not begin until 8:30 and must be complete by 4:30. Night work is acceptable on DW Highway and Baboosic Lake Road.

**1.5 THE CONTRACT SUM:**

The OWNER shall pay the CONTRACTOR for the performance of the Work according to the Contract Documents, in accordance with the Unit Bid Prices in the Bid Proposal. The CONTRACTOR shall be paid at the completion of all Work in connection with the Contract Documents.

**1.6 ADDITIONAL GENERAL CONDITIONS OF THE CONTRACT:**

- (a) It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the Work, character, quality and quantity of the materials and labor to be provided, the character of equipment and facilities needed, the general and local conditions, and all other matters which can in any way affect the Work under this Contract Agreement.
- (b) No verbal agreement or conversations with any office or agent or employee of the OWNER or of the CONTRACTOR before or after execution of the Contract shall change any of the terms or obligations contained in the Contract Documents.
- (c) If the CONTRACTOR finds any discrepancy between physical conditions at the site or any error or omissions in the Proposal, it shall be the CONTRACTOR'S responsibility to inform the OWNER immediately. Any work done to correct any discrepancy without authorization by Change Order will be done at the CONTRACTOR'S risk.
- (d) Neither party to the Contract shall assign or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any monies due to or to become due to it without the written consent of the OWNER. The CONTRACTOR agrees to be fully responsible to the OWNER for the acts or omissions of subcontractors or their employees, if any.

**1.7 LICENSES, PERMITS AND REGULATIONS:**

The CONTRACTOR shall secure at his own expense all permits, inspections, certificates and licenses. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Work being done by the CONTRACTOR under the Contract.

**1.8 GENERAL OBLIGATIONS OF THE CONTRACTOR:**

The CONTRACTOR shall provide and pay for all facilities required for the proper performance of the Work, including, but not limited to, all materials, labor, tools, equipment, services and incidentals. The CONTRACTOR shall sweep the pavement surface prior to paving. The CONTRACTOR shall provide all trucking, including hauling of cold planing residue. Material removed during cold planing shall be hauled to the Highway Garage on Turkey Hill Rd and shall become the property of the OWNER.

**1.9 LABOR:**

The labor required to execute the Work shall be performed by persons qualified to do the Work and the Work shall be accomplished in the most workmanlike manner. The assurance of the quality of workmanship for the Work is the responsibility of the CONTRACTOR or his agents or employees performing the Work. The CONTRACTOR shall conform to all laws and regulations applicable to him as an employer of labor.

**1.10 SAFETY AND PROTECTION OF WORK AND PROPERTY:**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take responsible or legally required precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) All employees on the worksite and all other persons who may be affected thereby;
- (b) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, under the care, custody or control of the Contractor; and
- (c) Other property at the worksite or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the demolition project.
- (d) With respect to pavement markings the CONTRACTOR'S attention is specifically directed to Section 632 Paragraph 3.1.5 of the Standard Specifications. In addition to being responsible for any damage to the markings, the CONTRACTOR shall resolve all claims for damages to the property of others due to this Work. The cost of any claims not resolved will be withheld from payments to the CONTRACTOR until such claims have been resolved.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The CONTRACTOR shall erect and maintain as required by existing conditions and progress of work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and promulgating safety regulations. When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in compliance with all applicable regulations and ordinances.

**1.11 INDEMNIFICATION:**

The CONTRACTOR for himself and his agents, employees, subcontractors, successors and assigns hereby agrees to indemnify, hold harmless and defend the OWNER, its successors, assigns, officers and agents from and against any and all liability for loss, cost, damage, fines or expense, including cost of injury, including death and for property damage, including damage to property of the OWNER or other third parties, arising out of the CONTRACTOR'S performance of the Work or breadth of this Contract.

**1.12 INSURANCE AND BONDS:**

Upon execution of the Contract, the CONTRACTOR shall:

- (a) Submit to the Town a certificate evidencing insurance coverage in the minimum amounts set forth in the attached "Contractor Insurance/Indemnification Agreement".
- (b) Certificate shall state that the OWNER will receive written notice of any insurance coverage decrease or cancellation at least ten (10) days prior to such decrease or cancellation. Insurance coverage shall remain in effect during the life of this Contract.
- (c) Furnish Performance and Payment Bonds each in the amount of 100% of the Contract total.

**1.13 TERMINATION OF CONTRACT-OWNER'S RIGHTS:**

If the CONTRACTOR fails to perform the work as called for in the drawings and specifications, or fails to compensate his employees, subcontractors, or suppliers properly, or violates any applicable law, ordinance, or regulation, or otherwise be guilty in the opinion of the OWNER of a substantial violation of any provision of this Contract, or if the CONTRACTOR shall become insolvent, become the subject of a petition in bankruptcy, or make an assignment for the benefit of creditors; the OWNER may, after having given the CONTRACTOR seven (7) days notice in writing, terminate the Contract. Upon receipt of such notice, the CONTRACTOR shall:

- (a) Immediately cease its performance hereunder,
- (b) Place no further orders or subcontracts for materials or equipment to be delivered hereunder,
- (c) Promptly notify his subcontractors to cease their performance, and
- (d) Request his subcontractors to calculate and furnish to the CONTRACTOR the amount of any cancellation charges thereby incurred.

**1.14 TERMINATION OF CONTRACT-CONTRACTOR'S RIGHTS:**

If the Work is stopped for a period of ninety (90) days as a result of an order of any court or public authority for any reason and is no way the fault of the CONTRACTOR or any of his employees or subcontractors, or if the OWNER fails to issue a payment to the CONTRACTOR within thirty (30) days beyond the date due as provided in the Contract, the CONTRACTOR may, after having given the OWNER seven (7) days notice in writing, terminate the Contract. In the event of termination of the Contract as provided for in the foregoing paragraph, the CONTRACTOR shall be entitled to receive payment from the OWNER for all work properly performed, all goods and materials purchased, equipment rented and the reasonable allowance for profit.

**1.15 BINDING EFFECTS:**

This Agreement shall be binding upon all of the parties hereto, together with their heirs, executors, successors and assigns, and shall be interpreted under the laws of the State of New Hampshire.

**1.16 TECHNICAL SPECIFICATIONS:**

All Work shall conform to the material and construction requirements of the Standard Specifications for Road and Bridge Construction, State of New Hampshire, Department of Transportation, Latest Edition; and the Supplemental Specifications in section 1.17. No separate payment shall be made for Maintenance of Traffic (Item 619) except when variable message boards are required. The Town will reimburse the CONTRACTOR for flaggers (Item 618) based upon the approved number of hours multiplied by the unit price bid per hour. When the Merrimack Police Department requires the use of uniformed police officers for traffic control, the Town will reimburse the CONTRACTOR based on paid invoices without markup.

**a Police and Flaggers**



It is anticipated that the use of uniformed Merrimack police officers in addition to flaggers will be **required for the work on DW Highway, Wire Road and Baboosic Lake Road**. Generally flaggers will be allowed at all locations but the Chief of Police may require uniformed officers at any location. Flaggers must be ATSSA certified.

**b. Portable 2 Way Radios**

The Contractor shall furnish all uniformed officers and flaggers with portable two way radios for communicating for traffic control purposes.

**c. Construction Signs**

The Contractor shall furnish, install and maintain appropriate construction signs and warning devices. Advance warning signs shall be placed according the NHDOT Standard Sheets and/or the Manual On Uniform Traffic Control Devices (MUTCD). In addition “Grooved Pavement” and “Bump” signs shall be placed at all cold planing locations. Detour signing shall clearly mark any detour routes. Signs which are not applicable due to suspension of operations or other reasons shall be covered or removed and replaced. Work shall not proceed without adequate signs and warning devices.

**d. Pavement Markings**

Temporary raised pavement markings shall be applied immediately following the final rolling of newly placed pavement. The Contractor shall maintain and replace temporary pavement markings until permanent markings are placed. Permanent pavement markings shall be placed within **ten days** of placing wearing course pavement regardless of the length available for marking.

**e. Matching Driveways**

It is the intent of the Town to match all driveways at a butt joint. Generally, when the driveway pavement is in good condition the butt joint shall be cold planed. Further it is intended that drive entrances shall be paved to prevent water from the street from entering the driveway. Driveway aprons adjacent to streets being paved with PMST may be tacked and “feathered”.

**f. Tack Coat**

Surfaces of any pavement course shall have a tack coat of emulsified asphalt applied in accordance with the requirements of 410.3.4.

In Witness Whereof the OWNER and CONTRACTOR have signed this Agreement in two (2) copies each of which shall be deemed an original.

OWNER:

\_\_\_\_\_  
(Owner Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Phone/Fax

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CONTRACTOR:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CORPORATE SEAL

Attest: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

## BID PROPOSAL

<b><u>ITEM</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
Hot Bituminous Pavement Machine Method	12,002 T	_____	_____
Hot Bituminous Pavement Hand Method	945 T	_____	_____
Hot Bituminous Curb (Miller #1144)	13,740 LF	_____	_____
Cold Planing Road Surface	58,768 SY	_____	_____
Adjust CB/MH to Grade	196 EA	_____	_____
Adjust Valve Boxes to Grade	66 EA	_____	_____
4" Thermoplastic Line	1,450 LF	_____	_____
12" Thermoplastic Line	260 LF	_____	_____
Thermoplastic Symbols And Words	618 SF	_____	_____
4" Retroreflective Paint Pavement Markings, 15 mil	90,552 LF	_____	_____
Flaggers	400 Hours	_____	_____
Uniformed Officers	400 Hours	<u>\$55.30</u>	<u>\$22,120.00</u>
<b>TOTAL BID</b>			_____

The following items will not be paid for separately. The cost shall be subsidiary to the above items.

- A. Layout
- B. Tack coat
- C. Temporary raised pavement markers
- D. Construction signs and warning devices
- E. Milling for driveway butt joints

The undersigned agrees that, if awarded the Work, to execute a Contract in accordance with the terms set forth in the Invitation to Bidders, and to complete the Work in accordance with the Contract as provided in the Proposed Schedule of Work.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone/Fax

**TOWN OF MERRIMACK  
INDEPENDENT CONTRACTOR CERTIFICATION**

I, the undersigned Contractor, hereby certify that: all work on the Project shall be performed either by me personally or by my subcontractors; I meet all of the following tests of an independent contractor; any of my subcontractors who do not also meet these tests have workers compensation insurance coverage as required by the State of New Hampshire; and I understand that it is on these bases alone that the Town of Merrimack's worker's compensation insurance requirement has been waived relative to my work on the Project.

1. I have a social security number, which is \_\_\_\_\_
2. I shall have control and discretion over the means and manner in which the Project is to be performed.
3. I shall have control over the time that the Project is to be performed. This does not prohibit the Town from reaching an agreement with me as to a deadline for completion and a range of work hours.
4. I am a self-employed individual.
5. I do not work exclusively for the Town.
6. I shall provide the tools and equipment that are required to accomplish the Project.
7. Unless the Project involves contractual snowplowing, I shall not be paid on the basis of hours worked on the Project.
8. I have entered into a related written agreement with the Town as evidenced by the Town's purchase order #\_\_\_\_\_.

Signature\_\_\_\_\_

Date\_\_\_\_\_

**TOWN OF MERRIMACK  
CONTRACTOR INSURANCE/INDEMNIFICATION  
AGREEMENT**

---

Contractor's Name ("Contractor")

---

Project Description ("Project")

The Contractor shall maintain at all times during this Project the following insurance coverage and shall require all subcontractors to do likewise.

\_\_\_\_\_ Worker's Compensation Insurance as required by the State of New Hampshire. This requirement may be waived only if the attached Independent Contractor Certification has been signed.

\_\_\_\_\_ A broad form Comprehensive General Liability Insurance policy in an amount of no less than \$1,000,000 combined single limit per occurrence. This requirement may be waived only if the individual Contractor Certification on the reverse has been signed and the Project involves contractual snowplowing.

\_\_\_\_\_ Motor Vehicle Insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount of no less than \$1,000,000 combined single limit per occurrence.

The Town of Merrimack shall be named as an additional insured on all policies required by the foregoing, and the Contractor shall provide a certificate confirming the above insurance coverage and such endorsement. This certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having an A.M. Best Company rating of "A" or better. Said certificate must be submitted to and approved in writing by the Town of Merrimack prior to the commencement of this Project.

The Contractor hereby agrees to indemnify the Town of Merrimack from any and all liability, loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims demands, costs, or judgments against the Town arising out of the Contractor's actions or omissions relating to this Project and/or the actions or omissions of its subcontractors.

---

Contractor's Authorized Signature

---

Date